

[Date]

This is an agreement for entering into contract as independent sales representative for **SOURCE:SKILL INC** (hereinafter referred to as "**the Company**") and _____ under the following terms and conditions:

1. You agree to disclose to the best of your knowledge the company's services for the solicitation of orders/projects resulting in sales of our Web Development, Publishing, Graphic Art and Consultation services to potential prospects and/or clients for all Nationwide Markets.
2. You are hereby retained as an independent contractor and **not** as an employee of the Company. As an independent contractor, you shall be solely responsible to pay all applicable taxes arising from payments made to you by the Company, including, but not limited to, social security, self-employment taxes and disability insurance. Neither you nor your employees shall be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
3. You agree to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to you under this Agreement.
4. You agree to bear all expenses incurred in your sales endeavors except those which the Company agrees to pay for in writing.
5. You agree to make no representations, warranties or commitments binding the Company without the Company's prior consent. You will execute no agreement/contract on behalf of the Company nor shall you hold yourself out as having such authority. In addition, you warrant and represent to the Company that you are free to enter into this Agreement and that this does not violate any agreement heretofore made by you or any Agreement you may presently be under.
6. You agree that if you or your employees shall operate a motor vehicle during the term of this Agreement, the Company is **not** responsible for any damage or loss sustained by the use of said automobile during the term hereof. If you or your employees shall operate a motor vehicle in the performance of your duties hereunder, you will maintain public liability insurance within governed limits, and shall promptly furnish the Company with documentation evidencing same upon our request.
7. The Company has the sole right to establish, alter or amend product/service specifications, prices, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.

8. In full payment for all services to be rendered by you, the Company shall pay you a commission of no less than 20% of all orders/projects executed in your territories and reserves the right to increase this percentage based on performance, with the following exception:

9. In the event that your company provides a proposal/quote to a prospective customer/client, all orders/quotes are **subject to acceptance** by the Company at our home office and the Company may reject an order/project at any time for any reason. Otherwise, a proposal/quote will be constructed by the company and you will be copied with all information and pricing for the order/project to obtain a copy for your records as well as assuring availability of said information to the customer/client.

10. The Company shall furnish you with copies of all invoices for projects of our services and shall keep an accurate set of books and records regarding commissions due. Commission statements and payments shall be sent to your offices at _____ no later than the Twentieth (20th) day of the month following the month the project is completed. Commission statements presented to you shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.

11. You agree to assist the Company in all collection efforts from non-paying customers/clients in/under your sales territory upon our request. Notwithstanding the foregoing, the Company shall deduct commission on credits, cancellations, and bad debts from your commission statement as they become due. For the purposes of this Agreement, bad debts are defined as **uncollectible** invoices exceeding 120 days. In the event the debt becomes collectible after the 120 day period your commission(s) will be honored and payment of such commission(s) will be implemented no later than the Twentieth (20th) day of the month following the payment of bad debt.

12. You covenant and agree that during the term and execution of this Agreement, you shall not sell, promote or offer for sale, directly or indirectly, any product or service, that is not part of SOURCE:SKILL INC's current line of services. This covenant shall become a material part of this Agreement.

13. The Company hereby engages your services at will and this Agreement may be terminated by either party at any time for any reason. Said termination will be effective after either party sends to the other, by Certified Mail, Return Receipt Requested, or UPS, FedEx, etc. a written notice of intent to terminate at the expiration of Thirty (30) days from the date upon which such notice is mailed to the other. Such termination will then occur at the end of the Thirty (30) day notice period. Notwithstanding the foregoing, the Company shall be able to terminate this Agreement immediately, without the sending of the aforesaid written Thirty (30) day notice, upon your death, bankruptcy, or in the event you breach any of the material terms of this Agreement.

14. In the event you send the Company written notice of your intent to terminate this Agreement pursuant to Paragraph 13, you shall continue to solicit orders/projects for the Company during the aforesaid Thirty (30) day period. Notwithstanding the foregoing, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, you shall cease soliciting orders/projects for the Company immediately on the day said notice of termination is received by you.

15. At the termination of this Agreement, a final accounting will be made between the Parties. In the event you send the Company notice of your intent to terminate this Agreement pursuant to Paragraph 13, you will receive full commission on all accepted orders/projects completed within your territory during the Thirty (30) day notice period prior to the effective termination date of this Agreement.

16. Notwithstanding the provisions contained in Paragraph 15, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, and you are not terminated for cause, the Company will pay you severance compensation as additional consideration for entering into this Agreement. The amount of severance to be paid shall be computed by calculating the average monthly commission earned by you during the preceding full year, multiplied by the following formula:

Years Representing Company	Amount of Severance Compensation
0 through 5 years	1 month
6 through 10 years	2 months
11 through 15 years	3 months
16 through 20 years	4 months
21 through 25 years	5 months
more than 25 years	6 months

The following example will illustrate the aforesaid: A representative is notified of termination by the Company on October 1, 1994, and the termination is without cause. The representative was employed by the Company for Four (4) years and earned \$48,000 in commissions during 1993, or an average of \$4,000 per month. Therefore, upon termination, the representative would receive full commission on all orders/projects completed into his territory during October 1994, and severance compensation of \$4,000 upon termination of this Agreement.

17. The aforesaid severance compensation shall be paid in equal monthly installments with the first payment due commencing the effective termination date of this Agreement, provided you have complied with all terms and conditions of this Agreement. Said severance compensation shall represent full and final payment of all services rendered by you and benefits received by the Company from your efforts, and you shall have no claims for re-orders, territorial rights, or otherwise.

18. At the termination of this Agreement, you shall cease using any sales materials and product samples in your possession or under your control and shall return same, including all catalogs, brochures, advertising, literature and other property of the Company, immediately upon our request. Final severance compensation due, if any, shall not be paid until such property is received by us and has been returned in reasonably good condition, together with a duly executed general release.

19. Both parties acknowledge that the Company is entering into this Agreement due to the special, unique and extraordinary skills of _____. Accordingly, this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior approval. Notwithstanding the foregoing, the Company shall be notified in writing of your intention to cease selling the Company's product/services, an intention to liquidate your business, sell its assets, or sell or transfer more than 50% of the capital stock of the business, no less than Five (5) business days prior to the occurrence of same. In no event will the Company be bound to continue this Agreement under the same terms and conditions to your transferee, successor or majority stockholder, or in the event that [specify] is no longer personally and actively involved in selling the Company's products/services.

20. You shall notify the Company of all employees you intend to hire who shall assist you in representing the Company's products/services no less than Five (5) working days prior to their representation of same.

21. You hereby covenant, warrant and represent that both you and your employees will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, development processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

22. You agree that **while this Agreement** is in effect and for a period equal to the length of time you continue to receive severance compensation as more fully defined in Paragraph 17, that you and your employees shall not, directly or indirectly, for yourself or any other individual, partnership, corporation, or entity, solicit, represent, act on behalf of, sell or provide solicitation to any individual, partnership, corporation or entity competing against the

Company. The Company agrees to pay, and you agree to receive the aforementioned severance compensation, as fair and reasonable consideration and an adequate bargained-for exchange so that a court of competent jurisdiction will enforce the provisions of this restrictive covenant as aforesaid.

23. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Wayne County, MI by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

24. In any arbitration involving this Agreement, the arbitrators shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or repletion, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.

25. Service of process and notice of arbitration of any and all documents and papers may be made either by Certified or Registered mail or a document delivery service like UPS, FedEx, etc. addressed to either party at the addresses listed in the Agreement.

26. The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.

27. Nothing in this Agreement shall be construed to constitute you as a partner, affiliate or employee of the Company.

28. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

29. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.

30. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

31. This Agreement shall be governed by the laws of the State of Michigan.

Your signature in the lower left-hand corner of the copy hereof will indicate the acceptance and understanding of the terms and conditions herein stated, and thereafter this letter shall constitute our whole and complete agreement concerning your engagement, which may **not** be orally modified or extended.

SOURCE:SKILL iNC

Headquarters Address:

15545 Wormer
Redford MI 48239
("The Company")

By: Natalie Patterson
Owner

Consented and Agreed to:
By: [Person or Company Name]

By: [Agent Name]
[Position/Title]

[Date]

